

NORTH CAROLINA RENTAL AGREEMENT:

WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER – CAUTION!! READ BEFORE SIGNING.

- A. This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity (“Rental Agreement”) is applicable to all renters, operators, passengers, supervisors, and users of equipment provided by Rodanthe Watersports and Campground, LLC. (For purposes of this Rental Agreement, the term “Rodanthe Watersports and Campground, LLC” included all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Rodanthe Watersports and Campground, LLC.) Renter agrees that he/she will disclose to Rodanthe Watersports and Campground, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rodanthe Watersports and Campground, LLC of all potential operators, passengers or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault (excluding conduct worse than negligence such as gross negligence) of Rodanthe Watersports and Campground, LLC.
- B. You read, understand and agree to comply with North Carolina General Statutes 75A-16.2 (and, if this Rental Agreement concerns a personal watercraft, you have also reviewed 75A-13.3) and warrant that you and the undersigned persons are at least of the age and have the boating safety education required by law to operate the rented vessel.
- C. You must possess at all time and, upon request of Rodanthe Watersports and Campground, LLC and/or a law enforcement officer present a copy of this Agreement, proof of age and compliance with North Carolina General Statutes 75A-16.2 (and if this Rental Agreement concerns a personal watercraft, compliance with 75A-13.3). You must always comply with all state and federal laws during this rental.
- D. Rodanthe Watersports and Campground, LLC has provided the undersigned with basic safety instruction (including, but not limited to, directions on how to safely operate the vessel rented and a review of the safety provisions of the North Carolina General Statutes 75A-16.2 and 75A-13.3) prior to allowing any of the undersigned(s) to operate and/or board the leased vessel.

II. EXPRESS ASSUMPTION OF RISKS – CAUTION!! READ BEFORE SIGNING.

I acknowledge that the operation or use of a watercraft has inherent risks that may lead to bodily injury or death. I further understand that I am not bound or required to participate in any of the activities presented to me, but I have willingly and voluntarily decided to participate. I realize that I am free to refuse to participate in any or all activities including those I feel uncomfortable with or which I feel cannot be completed safely by me. I knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, associated with the rental operation, or use of the watercraft or associated rental equipment, even if arising from the negligence, act or omission (excluding conduct worse than negligence such as gross negligence) of Rodanthe Watersports and Campground, LLC, and assume full responsibility for my participation.

- III. This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity (“Rental Agreement”) is applicable to all renters, operators, passengers, supervisors, and users of equipment provided by Rodanthe Watersports and Campground, LLC. (For purposes of this Rental Agreement, the term “Rodanthe Watersports and Campground, LLC” included all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Rodanthe Watersports and Campground, LLC.) Renter agrees that he/she will disclose to Rodanthe Watersports and Campground, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rodanthe Watersports and Campground, LLC of all potential operators, passengers or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault (excluding conduct worse than negligence such as gross negligence) of Rodanthe Watersports and Campground, LLC.

IV. INDEMNITY/LIABILITY TO THIRD PARTIES – CAUTION READ BEFORE SIGNING.

I agree that I will defend, indemnify and hold harmless Rodanthe Watersports and Campground, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rodanthe Watersports and Campground, LLC, even if such damages arise out of the negligence or fault of Rodanthe Watersports and Campground, LLC.

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instructions for the equipment and watercraft rented from Rodanthe Watersports and Campground, LLC, and I am capable in all aspects of the handling and operation

of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rodanthe Watersports and Campground, LLC.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreement with respect to the matters included in the Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of the Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

The parties agree that any litigation arising out of this agreement shall occur, if at all, in the United States District Court for the Eastern District of North Carolina; however, Rodanthe Watersports and Campground, LLC (and only Rodanthe Watersports and Campground, LLC) reserves the right to select any forum where the vessel or a vessel related to this rental agreement or any action arising out of it may be located. The parties agree that the general maritime and admiralty laws of the United States shall govern any dispute arising out of this agreement; to the extent the general maritime and admiralty laws of the United States are silent as to any particular issue arising out of this agreement, the laws of the State of North Carolina shall apply to any such issue. In the event Rodanthe Watersports and Campground, LLC prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rodanthe Watersports and Campground, LLC for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of the Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and I understand that I am giving up substantial rights in consideration for my use of Rodanthe Watersports and Campground, LLC's watercraft equipment. I enter into this Rental Agreement freely and voluntarily without any inducement.

CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RODANTHE WATERSPORTS AND CAMPGROUND, LLC.

Signature below indicates that I have read this entire document and agree to all the terms, conditions and release of liability.

<u>Print Names:</u>	<u>Age</u>	<u>Signature or Guardian Signature</u>	<u>Date</u>
Renter:			
1. _____	_____	_____	(SEAL) _____
Operator/Passenger:			
2. _____	_____	_____	(SEAL) _____
3. _____	_____	_____	(SEAL) _____
4. _____	_____	_____	(SEAL) _____
5. _____	_____	_____	(SEAL) _____
6. _____	_____	_____	(SEAL) _____